

Revenue Share Agreement

Between

Hello Contract (Pty) Ltd
(hereinafter referred to as the “**Party 1**”)

and

McDonalds (Pty) Ltd
(hereinafter referred to as the “**Party 2**”)

(Collectively Party 1 and Party 2 are referred to as the “**Parties**”)

Clause 1 INTRODUCTION

1.1 Party 1 and Party 2 wish to enter into a mutually beneficial agreement in terms of which each Party shall receive a share of the revenue in respect of the Venture as entered into by them.

1.2 Party 1 and Party 2 have reached agreement on the terms and conditions regulating the basis of the sharing of the revenues, and wish to reduce the terms of this consensus to writing in the form of this Agreement.

Clause 2 INTERPRETING THIS AGREEMENT

2.1 This Agreement contains a number of words and phrases which have specific meanings denoted by such words being capitalised.

█ [REDACTED]

█ [REDACTED]

2.4 Unless this Agreement indicates to the contrary, any references to any gender includes the other gender, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

2.5 The contra proferentem rule, or rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.

█ [REDACTED]

█ [REDACTED]

2.8 Where this Agreement specifies any number of days, the number of days excludes the first day and includes the last day, unless the last day falls on a Saturday, Sunday or gazetted public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or

gazetted public holiday in South Africa. Generally speaking, references to a “day” are references to typical business days.

2.9 All annexures, appendices and amendments to this Agreement form an integral part hereof and therefore also Party 1’s contract with Party 2.

█ [REDACTED]

Clause 3 DEFINITIONS

3.1 “**Agreement**” means this Agreement as well as any annexures, appendices or addenda to this Agreement from time to time, the contents of which shall be read as if specifically incorporated in this Agreement;

█ [REDACTED]

█ [REDACTED]

3.4 “**Interruption Event**” means theft, strike, lock-out, load shedding, blackout, fire, explosion, flood, riot, war, accident, act of nature, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, server downtime, government interference or control, or any other cause or contingency beyond the control of the Party concerned;

3.5 “**Interrupted Party**” means a Party prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of an Interruption Event;

█ [REDACTED]

3.7 “**Parties**” means Party 1 and Party 2. “Party” shall have a corresponding meaning;

█ [REDACTED]

of South Africa, with physical address at [REDACTED]
[REDACTED]

3.9 "Party 2" means Mcdonalds (Pty) Ltd a Company with Registration Number [REDACTED] duly registered in terms of the laws of the Republic of [REDACTED];

3.10 "Revenue" shall mean the amount which shall be the subject of the Revenue Share as per the below;

3.11 "Revenue Share" shall mean the percentage of Revenue which each Party shall be entitled to, being 60% to Party 1 and 40% to Party 2;

3.12 "Term" means the duration of this Agreement being 1 month from the Effective Date;

3.13 "Termination Date" means the date upon which this Agreement is terminated being 26 June 2020;

3.14 "Venture" means the venture to which the revenue sharing is to apply. The details of the V [REDACTED]

Clause 4 COMMENCEMENT, DURATION AND TERMINATION

4.1 Subject to clause 4.2 [REDACTED], the Agreement shall be deemed to have come into existence on the Effective Date, and shall endure or the Term, unless terminated early in accordance with the terms of this Agreement.

[REDACTED]
[REDACTED]
[REDACTED]

(b) enters business rescue or liquidation proceedings; or

(c) makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other Party.

[REDACTED]
[REDACTED]
[REDACTED]

Clause 5 REVENUE SHARE

5.1 The Parties have agreed that the Revenues in the running of the Venture shall be split and distributed between Party 1 and Party 2 respectively, in the percentage ratio of the Revenue Share.

█ [REDACTED]

Clause 6 LIMITATION OF LIABILITY

6.1 To the fullest extent permitted by law, neither Party shall be liable for any indirect, special, incidental or consequential damages to the other.

Clause 7 BREACH

7.1 Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party (“the Offending Party”) commit a breach of any provision of this Agreement and fail to remedy such breach within 10 (ten) days of receiving written notice from the other Party (“the Aggrieved Party”) requiring the Offending Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law to -

█ [REDACTED]

█ [REDACTED]

Clause 8 INTERRUPTION EVENT

8.1 An Interrupted Party shall be relieved of its obligations in terms of this Agreement during the period that the Interruption Event and its consequences continue, only to the extent so prevented, and shall not be liable for any Losses which the other Party may suffer as a result.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

11.3 If agreement is not reached as to the appointment of such mediator within 10 (ten) days after either Party has in writing called for the appointment of a mediator, or where an appointment has been agreed upon and such mediator is not able to mediate a resolution of such dispute within 30 (thirty) days after such appointment then either Party may give written notice to the other Party referring the dispute to arbitration in accordance with the provisions of this clause 11 ("Arbitration Notice").

[REDACTED]

11.4.5 held as soon as is reasonably practicable in the circumstances and with a view to it being completed within 30 (thirty) business days of the date of the Arbitration Notice.

11.5 The arbitrator shall be if the question in issue is:

[REDACTED]

11.7 The arbitrator shall determine which Party shall pay the costs of and incidental to the arbitration or, if more than 1 (one) Party is to contribute, the ratio of their respective contributions, and the scale on which such costs are to be paid.

11.8 Subject to each Party's rights of appeal in accordance with the AFSA Rules, the parties irrevocably agree that the decision of the arbitrator shall be final and binding on them, shall be carried into effect, and shall be capable of being made an order of any court of competent jurisdiction.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.10 This clause shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has terminated.

Clause 12 WHOLE AGREEMENT

12.1 This Agreement, together with the annexures, or addendums referred to herein or therein, if applicable, constitute the entire agreement between the Parties in respect of the subject matter hereof.

Clause 13 ASSIGNMENT

13.1 Save as expressly stated to the contrary herein, no Party ("the Ceding Party") shall be entitled to cede, delegate, assign or otherwise transfer all or any of its rights, interests or obligations under and/or in terms of this Agreement, other than as provided for in this Agreement, except with the prior written consent of the other Party.

[REDACTED]

Clause 14 SEVERABILITY

14.1 If any clause or term of this Agreement shall have been held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

Clause 15 VARIATIONS

15.1 No addition to, variation or consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement, or its breach or termination, shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

15.2 For the avoidance of doubt, data messages as defined in the Electronic Communications and Transactions Act No.25 of 2002 shall not constitute "writing" for purposes of this clause, whether such data message includes an electronic signature or not.

Clause 16 NON-WAIVER

█ [REDACTED]

Clause 17 SIGNATURE

17.1 This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

█ [REDACTED]

█ [REDACTED]

On behalf: Hello Contract (Pty) Ltd

On behalf: McDonalds (Pty) Ltd

Signature

Signature

Representative Name:

Representative Name:

Position:

Position:

Place:

Place:

Date:

Date: